

THE CORPORATION OF THE TOWNSHIP OF CENTRE WELLINGTON

BY-LAW 2019 - XX

**BEING A BY-LAW TO REGULATE THE KEEPING, REGISTRATION, LICENSING,
CONTROL AND WELFARE OF CERTAIN CLASSES OF ANIMALS IN THE
TOWNSHIP OF CENTRE WELLINGTON**

WHEREAS section 11 (2), paragraph 6 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended authorizes a municipality to pass a by-law respecting the health, safety and well-being of persons;

AND WHEREAS section 11 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended authorizes a municipality to pass a by-law to regulate animals;

AND WHEREAS section 11(2) paragraph 8 and section 11(3) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended authorizes a municipality to pass by-laws respecting animals and the protection of persons and property;

AND WHEREAS section 8 (3) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended authorizes a municipality to provide for a system of licences with respect to animals;

AND WHEREAS section 23.1 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended authorizes a municipality to delegate its powers and duties;

AND WHEREAS the Council of the Corporation of the Township of Centre Wellington deems it necessary and expedient to regulate the keeping of dogs, cats and other animals in the Township of Centre Wellington;

NOW THEREFORE the Council of the Corporation of the Township of Centre Wellington enacts as follows:

1. DEFINITIONS

1.1 In this By-law:

“Agricultural Property” means any lands designated as an agricultural zone under the provisions of the **Township’s zoning by-law** or any **property** where the predominant use is for agricultural purposes;

“Animal” means any member of the animal kingdom, other than a human;

“Building” means a building as defined in the Building Code Act, as amended or a structure or any part thereof used or intended to be used for supporting or sheltering any use or occupancy;

“Cat” means a domestic cat over the age of twelve (12) weeks;

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“**Clerk**” means the Clerk for the **Township** or any **person** designated by the Clerk;

“**Committee**” means the Appeal Committee as appointed by Council for the **Township** or other Committee appointed pursuant to this By-law;

“**Dog**” means a domestic dog over the age of twelve (12) weeks;

“**Dwelling Unit**” means a room or a suite of rooms operated as a housekeeping unit, used or intended to be used as a domicile by one or more **persons** and supporting general living conditions including cooking, eating, sleeping and sanitary facilities;

“**Farm Dog**” means a **dog** which is actively herding farm animals on **agricultural property**, such as cattle or sheep;

“**Harbour** or **Harboured**” shall include keeping or possessing for any period of time, whether temporary or not;

“**Hen**” means a female chicken;

“**Hunting Dog**” means a **dog** licensed by the Ministry of Natural Resources for the purpose of hunting moose, deer or raccoons;

“**Kennel**” means a place where four (4) or more **dogs** are boarded, housed, trained, exercised, bred, sold, cared for, **kept** or **harboured** and shall include a commercial kennel as defined in the **Township’s Zoning By-law** but shall not include:

- (a) a **veterinary clinic**;
- (b) an **agricultural property** with **farm dogs**;
- (c) a **pound** operated by or on behalf of the **Township** for impounding **animals**;
- (d) an **animal** shelter operated by a branch or affiliate of the Ontario Society for the Prevention of Cruelty to Animals;
- (e) a pet store;
- (f) a facility in which **animals** are placed for care pursuant to the Pounds Act, R.S.O. 1990, c. P.17, as amended;
- (g) a facility registered as a research facility in accordance with the Animals for Research Act, R.S.O. 1990, c. A. 22, as amended;
- (h) any premise licensed under any Statute of the Legislature of Ontario of the Government of Canada which permits the keeping of **dogs** under certain conditions.
- (i) a grooming facility or dog/cat daycare where animals are not kept overnight.

“**Keep**” or “**Kept**” shall include harbouring or possessing for any period of time, whether temporary or not;

“**Leash**” means a leash, chain, rope, cord, chain or other similar device, which is used, designed and capable of being held by a **person** and is used and designed to restrain a **dog**;

“**Leash Free Park**” means a park owned by the **Township** where a **dog** is permitted to be off a leash;

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“**Licence**” means a licence issued by the **Township** pursuant to this By-law;

“**Licensee**” means a **person** issued a **kennel licence** pursuant to this By-law;

“**Microchip**” means a device, designed to an approved Canadian standard, implanted in an **animal**, containing a unique code that permits or facilitates access to information such as the name and contact information of the **animal’s owner**;

“**Noise**” means a sound that at the point of reception is likely to disturb the inhabitants;

“**Officer**” means an animal control officer, a **pound keeper** and its employees, the Ontario SPCA Officers, police officer, municipal law enforcement officer, the Medical Health Officer or other **person** appointed by by-law to enforce the provisions of this By-law;

“**Owner**” shall mean any **person** who **keeps** or **harbours** a **dog, cat** or **animal** and where the owner is a minor, the **person** responsible for the custody of the minor;

“**Person**” includes an individual, sole proprietorship, partnership, limited partnership, trust, corporation, and an individual in his or her capacity as a trustee, executor, administrator, or other legal representative;

“**Police Work Dog**” means a **dog** trained for and engaged in law enforcement by any Federal, Provincial or municipal government or government agency;

“**Pound**” means any premise or facility or part thereof used by the **Township** for the temporary housing or boarding of **animals** that have been impounded pursuant to this By-law;

“**Pound Keeper**” means any **person** retained by the **Township** to provide a **pound**;

“**Property**” means a parcel of land which is capable of being legally conveyed;

“**Property Line**” means any boundary of a **property** or its vertical projection;

“**Registration** or **Registered**” means a record of ownership and of the **keeping** of an **animal** pursuant to this By-law;

“**Service Dog**” means a **dog** trained to assist the visually impaired and a dog guide working with a **person** with a physical or mental disability or a medical condition;

“**Rooster**” means a male chicken;

“**Tag**” means a tag issued by the **Township**;

“**Township**” means the Corporation of the Township of Centre Wellington or the land within the geographic limits of the Corporation of the Township of Centre Wellington as the context requires;

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“**Veterinary Clinic**” means a **building** where **animals** are diagnosed and treated for illness by a registered veterinarian, and where such **animals** can be temporarily housed within the clinic, and includes accessory services such as grooming, but does not include a commercial kennel as defined in the **Township’s Zoning By-law**;

“**Zoning By-law**” means any by-law administered by the **Township** passed pursuant to Section 34 of the Planning Act or a successor thereof, as may be amended from time to time.

2. APPLICATION AND GENERAL

2.1 This by-law shall apply throughout the whole of the **Township**.

2.2 No **person** shall **permit** a **dog** to make a **noise** by barking, howling or whining.

2.3 No **person** shall **keep** or **harbour** or permit to be **kept** or **harboured** at any one time, more than three (3) **dogs** on a **property** or per **dwelling unit**.

2.4 Section 2.3 does not apply to the:

(a) **Pound**;

(b) **Owner** of a:

(i) a licensed **kennel**;

(ii) a **veterinary clinic**;

(iii) a pet store;

(iv) an **animal** shelter operated by a branch or affiliate of the Ontario Society for the Prevention of Cruelty to Animals;

(v) a facility in which **animals** are placed for care pursuant to the Pounds Act, R.S.O. 1990, c. P.17, as amended;

(vi) a facility registered as a research facility in accordance with the Animals for Research Act, R.S.O. 1990, c. A. 22, as amended;

(vii) an **Agricultural property** that is actively being used for agricultural purposes.

2.5 No **person** shall own or **keep** a **dog** without a current valid **dog licence**.

2.6 An **owner** of a **dog** shall keep the **tag** issued by the **Township** securely fixed on the **dog** for which it was issued at all times.

2.7 No **person** shall:

(a) affix a **tag** to any **dog** other than the **dog** for which it was issued;

(b) remove a **tag** except to replace it with a current or valid **tag**; or

(c) remove a tag except while the **dog** is being lawfully used for hunting in the bush.

2.8 No **person** shall **keep** or **harbour** or permit to be **kept** or **harboured** more than three (3) **cats** on a **property** or per **dwelling unit**.

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- 2.9 No **person** shall own, **keep** or **harbour** a **cat** without it being **registered**.
- 2.10 No **person** shall own, **keep** or **harbour** a **cat** without it being **microchipped**.
- 2.11 An **owner** who registers a **cat** within one year of the passing of this by-law is not subject to the provisions of Section 2.10.
- 2.12 Sections 2.8, 2.9 and 2.10 do not apply to an **Agricultural Property** that is actively being use for agricultural purposes.
- 2.13 No **person** shall own or operate a **kennel** without a current valid **licence**.
- 2.14 No **person** shall own or operate a **kennel** other than in accordance with the terms, conditions and standards of a **licence** and this By-law.
- 2.16 No **person** shall **keep** or cause to be **kept** an **animal** identified as prohibited in Schedule A to this By-law.
- 2.17 No **person** shall own, **keep** or **harbour** a prohibited grandparented **animal** unless it is **registered**.
- 2.18 No **person** shall own, **keep** or **harbour** a prohibited grandparented **animal** other than in accordance with the terms and conditions imposed by the **Clerk** and this By-law.
- 2.19 No **person** shall alter or modify or permit the alteration or modification of a **licence**.
- 2.20 No **person** shall use, or attempt to use a **licence** issued to another **person**.
- 2.21 Every **person** who knowingly makes a false statement in an application, declaration, affidavit or paper writing required by this By-law or the **Township** is guilty of an offence.
- 2.22 No **person** who is issued a **kennel licence** pursuant to this By-law shall contravene any provision set out in this by-law, any other municipal by-law, federal or provincial Act, Statute, or any other legislation applicable to a **kennel licence**.
- 2.23 No **person** shall dispose of or bury an **animal** on **Township property** or **Township** land.

3. LICENCES & REGISTRATION

- 3.1 The **Clerk** is hereby delegated authority to issue **licences** and register **animals** in accordance with the provisions of this By-law.
- 3.2 The **Clerk** is hereby delegated authority to impose additional terms and conditions to a **kennel licence** and on an **owner** of a prohibited grandparented **animal** that in the opinion of the **Clerk** are reasonable and taking into consideration:
- (a) the health, safety and well-being of **persons**;

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- (b) the impact on a neighbouring **property** or neighbouring **property owner**.
- 3.3 A **licence** or **registration** automatically expires and becomes null and void upon the sale, death or other disposal of an **animal** to which such **licence** and **registration** applies.
- 3.4 A **licence** issued by the **Township** is non-refundable.
- 3.5 A **licence** issued pursuant to this By-law is valid for the current calendar year in which it is issued.
- 3.6 A **licensee** shall notify the **Township** within fifteen (15) days of any changes to the:
 - (a) business name;
 - (b) location of the business premises;
 - (c) ownership of the businessand such changes shall be subject to submission of the necessary documentation to the **Township**.
- 3.7 A **licensee** shall display a **licence** in a conspicuous place on the licensed **property** visible to the public at all times.
- 3.8 A **licensee** shall be responsible for the act(s) and omission(s) of its employees, representatives and agents in the carrying on of the business in the same manner and to the same extent as though the **Licensee** did the act(s) or omission(s).
- 3.9 Any record required by this By-law shall be produced by the **Licensee** upon request of an **Officer**.

4. DOGS – APPLICATION FOR A LICENCE

- 4.1 Every calendar year, an **owner** of a **dog** shall obtain a **dog licence** from the **Township** prior to 30th day of April, unless the **dog** came into the **owner's** possession or care after that date.
- 4.2 Every **owner** of a **dog** that has a **dog** come into his or her possession after the 29th day of April shall immediately obtain a **licence** for the **dog**.
- 4.3 An **owner** of a **dog** making an application for a **dog licence** shall submit:
 - (a) a complete application in the form provided by the **Township**;
 - (b) when required by the **Township**, a certificate signed by a practicing veterinarian that the **dog** has been inoculated with an anti-rabies vaccine within a period of twelve (12) months preceding the date of application for a **licence**;
 - (c) the required **licence** fee.

5. DOG – LICENCE

- 5.1 A **dog licence** in the form of a **dog tag** shall be issued where the **Clerk** is satisfied that the requirements of this By-law have been met.
- 5.2 An **owner** of a **dog** may obtain a replacement **dog tag** upon payment of the prescribed fee.

6. DOGS – LEASHES AND AT LARGE

- 6.1 No **owner** of a **dog** shall permit a **dog** to be at large in the **Township** except in a **Leash Free Park**.
- 6.2 A **dog** is deemed to be running at large if found in any place other than the **property** of the **owner** of the **dog** and the **dog** is not on a **leash** and under the control of a **person** capable of handling the **dog** when it is on **property** other than that of the **owner**, unless prior consent is given by the **person** owning the **property** on which the **dog** is found.
- 6.3 Sections 6.1 and 6.2 of this By-law shall not apply to a:
- (a) **police work dog**, or a **service dog** while actively engaged in the performance of its trained duties;
 - (b) **hunting dog** while hunting pursuant to provincial regulations;
 - (c) **farm dog** that is under the control of its **owner**.

7. CATS – REGISTRATION

- 7.1 An **owner** of a **cat** making an application to **register** the **cat** shall submit:
- (a) a complete application in the form provided by the **Township**;
 - (b) the required **registration** fee, if registration occurs after one (1) year of the passing of this By-law.

8. IMPOUNDMENT

- 8.1 An **officer** may seize and impound an **animal** found running at large and may apprehend an **animal**.
- 8.2 Where an **animal** is seized and is injured or should be destroyed without delay for humane reasons or for reasons of safety to **persons** or **animals**, an **officer** may kill the **animal**, or have the **animal** killed in a humane manner as soon after seizure as he thinks fit without permitting any **person** to reclaim the **animal**.
- 8.3 Where the **owner** of an **animal** is known, the **Pound Keeper** shall make reasonable efforts to notify the **owner** that the **animal** has been impounded.
- 8.4 Where an **animal** is seized and impounded, the **Pound Keeper** shall return it to

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the **owner** provided that:

- (a) the **owner** claims possession of the **animal** within three (3) days (excluding Sundays and holidays) after the date of seizure; and
 - (b) the **animal** can be lawfully returned; and
 - (c) upon payment of any applicable licensing and registration fees; and
 - (d) upon payment of the impound and boarding fees .
- 8.5 The **owner** of an **animal** impounded, if known, whether or not the **animal** is claimed by the **owner** from the **pound**, shall be liable for the payment of the **pound** fee, the boarding fee, and any euthanasia and disposal fees applicable, and shall pay all fees on demand by the **Township's Pound Keeper**.
- 8.6 Where at the end of three (3) days excluding Sundays and holidays an **animal** has not been returned to the **owner**, the **pound keeper** may dispose of the **animal** in accordance with the provisions of the *Animals for Research Act, R.S.O. 1990, c. A. 22*, as amended.
- 8.7 All monies received for the sale or adoption of unclaimed **animals** shall become the property of the **Township** of the **pound keeper** as agreed to by the **Township**.

9. PROHIBITED ANIMALS

- 9.1 The **keeping** or **harbouring** of an **animal** identified in Schedule A to this By-law is hereby prohibited.
- 9.2 Notwithstanding Section 9.1 an **animal** identified as prohibited in Schedule A to this By-law may be **kept** or **harboured**:
- (a) at a special event approved by the **Township**;
 - (b) at an institution accredited by the Canadian Association of Zoological Parks and Aquariums;
 - (c) at a premise licensed or exempt under the *Animals for Research Act, R.S.O. 1990, c. A. 22*, as amended;
 - (d) by a **person** licensed, exempt or otherwise expressly permitted by provincial or federal legislation.
- 9.3 Notwithstanding section 9.1, no **person** shall **keep** an **animal** that is prohibited by or under any federal or provincial legislation.

10. PROHIBITED GRANDPARENTED ANIMALS

- 10.1 Any **person** who **harbours** or **keeps** a prohibited **animal** shall remove the prohibited **animal**, or make application and provide to the **Clerk** proof that the prohibited **animal** was lawfully owned prior to the prohibition within 90 days of the passing of this By-law.
- 10.2 The **Clerk** upon considering those **animals** that were prohibited by By-laws 3099-93 and 1923/96, and being satisfied that the prohibited **animal** was lawfully owned prior to the prohibition may deem the prohibited **animal** to be grandparented.
- 10.3 The **Clerk**, upon deeming a prohibited **animal** to be grandparented shall enter information pertaining to the prohibited **animal** and its **owner** into a registry of prohibited grandparented **animals**.
- 10.4 The **Clerk** may impose additional terms or conditions on the **keeping** or **harbouring** of any prohibited grandparented **animal** (e.g. housing).
- 10.5 Any person who moves a prohibited grandparented **animal** to a location other than the one on file with the **Township**, shall notify the **Clerk** of the new location within the **Township** within forty-eight (48) hours after the prohibited grandparented **animal** is moved.
- 10.6 A prohibited grandparented **animal** may be **kept** until it dies or has otherwise been disposed of.

11. RESTRICTED - ANIMALS

- 11.1. No **person** shall **keep** more than three (3) each of rabbits, ferrets, guinea pigs or other small animals on a **property** or per **dwelling unit**.
- 11.2 No **person** shall **keep** more than a combined total of three (3) non-venomous snakes or lizards on a **property** or per **dwelling unit**.
- 11.3 No **person** shall **keep** more than a combined total of four (4) pigeons or four (4) **hens** on a **property** except on **agricultural property**.
- 11.4 No **person** shall **keep hens** on a **property** that is less than 500 m² (5,382 ft²).
- 11.5 No **person** shall own, **keep** or **harbour** a **hen** on a **property** without it being **registered** except on **agricultural property**.
- 11.6 No **person** shall own, **keep** or **harbour** a **hen** on a **property** except on **agricultural property** other than in accordance with the terms, conditions and standards of this By-law.
- 11.7 No **person** shall have more than one **hen** coop on a **property** except on **agricultural property**.

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11.8 No **person** shall own, keep or harbour a hen on a property less than four (4) months old except on **agricultural property**.

11.9 No **person** shall **keep**, or cause to be **kept**, a horse, donkey, pony, mule, cow or steer, goat, swine, sheep, duck, goose, or **rooster** on a **property** except on **agricultural property**.

12. HENS – REGISTRATION

12.1 The **owner** of a **hen** making an application to **register** the **hen** shall submit:

- (a) a complete application in the form provided by the **Township**;
- (b) the required **registration** fee.

12.2 The registration of a **hen** is subject to the completion of an inspection of the **hen** coop by the **Township** to its satisfaction.

13. HEN COOPS – TERMS, CONDITIONS AND STANDARDS

13.1 A **hen** coop shall:

- (a) be located at least 3 metres (9.8 feet) from the side or rear lot line;
- (b) be located in a fully fenced rear yard;
- (c) be a maximum size of 10 m² (108 ft²);
- (d) be a maximum height of 2 metres (6.6 feet);
- (e) be a maximum floor area of less than 10 m² (108 ft²);
- (f) provide a minimum floor area of .37 m² (4 ft²) for each **hen**;
- (g) provide a minimum roofed outdoor enclosure area of .92 m² (10 ft²) for each **hen**;
- (h) provide a perch that is at least 20 cm (8 inches) long for each **hen**;
- (i) be constructed:
 - (i) to fully enclose a **hen** to prevent it from escaping;
 - (ii) to prevent other **animals** from entering the **hen** coop;
 - (iii) with lockable roofs and doors;
- (j) in the case of a floor be made of material resistant to moisture and mould, and lined with shavings, straw, or other appropriate materials to absorb manure and facilitate cleaning;
- (k) have proper ventilation, be weather-proofed and insulated with an air

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- temperature suitable for the **hens**;
- (l) provide a nest box and an accessible dust bath area.

13.2 Every **person** shall who owns, **keeps** or **harbours** a **hen** on a **property** except **agricultural property** shall:

- (a) maintain the **hen** coop in a clean condition and free from the accumulation of feces, offensive odours, insect or rodent infestations;
- (b) not sell eggs from the **property**;
- (c) lock the roof and doors of the **hen** coop at night;
- (d) keep the **hens** enclosed in the **hen** coop at all times;
- (e) remove feces daily and dispose of the feces as compost or weekly waste pick up;
- (f) keep the **hen** coop at a healthy temperature for the **hens** at all times;
- (g) not slaughter or butcher a **hen** on the **property**;
- (h) provide food and keep a potable water supply;
- (h) dispose of a dead **hen** in accordance with any applicable law and immediately:
 - (i) at a livestock disposal facility;
 - (ii) through veterinarian services;
 - (iii) through a facility approved by the applicable provincial Ministry.

14. KENNEL – APPLICATION FOR A LICENCE

14.1 Every calendar year, an **owner** of a **kennel** shall obtain a **kennel licence** from the **Township** prior to 30th day of May of each calendar year, unless the **kennel** came into the **owner's** possession after that date.

14.2 Where a **kennel** comes into the possession of an **owner** after the 29th day of May he shall immediately obtain a **kennel licence**.

14.3 A **Person** making an application for a **kennel licence** shall:

- (a) submit a complete application in the form provided by the **Township**;
- (b) submit an accurate plan of the **property** showing:
 - (i) the location of **buildings**, structures, septic system, tile bed and well in relation to **property lines**;
 - (ii) the location of **dog** runs, waste containment, acoustical barriers, training areas and any other facilities to be used for **kennel** purposes in relation to **property lines**;

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- (iii) the distance between **buildings** and their existing uses situated on adjacent **properties**.
- (c) submit in the case of a breeding **kennel**, proof of valid membership in the Canadian Kennel Club or any other association incorporated under the Animal Pedigree Act (Canada), R.S.C. 1985, c.8 (4th Supp);
- (d) submit in the case of a boarding **kennel**, proof of insurance by way of certificate of insurance showing a minimum limit of two million dollars (\$2,000,000) in commercial general liability for the term of the **kennel licence** with an endorsement that notice in writing at least thirty (30) days prior to cancellation, expiration, or variation thereof will be given to the **Township** by the insurance underwriter;
- (e) submit when applicable the Business Name Registration and/or Articles of Incorporation obtained from the applicable provincial or federal Ministry;
- (f) submit any other documents or studies as may be required by the **Township** to the satisfaction of the **Township**;
- (g) submit the required **kennel licence** fee.

14.4 In addition to the above, a **Person** making an application for a **kennel licence** with over 20 **dogs** shall:

- (a) submit a site control plan based on a legal survey prepared by a licensed professional engineer or Ontario Land Surveyor, showing:
 - (i) the location of **buildings**, structures, septic system, tile bed and well in relation to **property lines**;
 - (ii) the location of **dog** runs, waste containment, acoustical barriers, training areas and any other facilities to be used for **kennel** purposes in relation to **property lines**;
 - (iii) the distance between **buildings** and their existing uses situated on adjacent **properties**;
 - (iv) the location of an adequate parking area.
- (b) submit to the satisfaction of the **Township** a noise evaluation study prepared by a qualified acoustical consultant.

15. KENNEL – LICENCE

15.1 A **kennel licence** shall be issued by the **Clerk**:

- (a) upon the requirements of this By-law being met;
- (b) upon the requirements of the **Township's zoning by-law** being met;
- (c) subject to the completion of an inspection by the **Township** to its

satisfaction.

16. KENNEL – TERMS, CONDITIONS AND STANDARDS

- 16.1 A **kennel licence** is subject to the terms, conditions and standards set out in this By-law.
- 16.2 Every **dog** shall be inoculated with an anti-rabies vaccine within the preceding year.
- 16.3 The **owner** of a **kennel** shall reside on the **property** on which the **kennel** is located.
- 16.4 A **kennel building** shall:
- (a) comply with the requirements of the **Township’s Zoning By-law**;
 - (b) comply with the requirements of the Building Code Act;
 - (c) not be attached to a **dwelling unit** or any other **building** used for human habitation with the exception of a **kennel** with a valid **licence** and existing on the date of the passing of this By-law;
 - (d) have adequately sized cages to allow the **dog** to extend its legs to their full extent, stand or sit, turn around, or lie down in a fully extended position;
 - (e) not have cages that are constructed solely of metal, wire, or impermeable concrete block;
 - (f) in the case of a floor or wall:
 - i) be made of concrete or other impermeable material including rigid plastic;
 - ii) not be made of wire;
 - (g) have a self-drain;
 - (h) have adequate natural and artificial lights, proper ventilation and sufficient heat to maintain healthy conditions specific to the breed of **dog** being housed.
- 16.5 A structure and defined use areas including an outdoor run, pen, exercise yard on the **property** of a **kennel** shall:
- (a) comply with the requirements of the **Township’s Zoning By-law**;
 - (b) comply with the requirements of the Building Code Act;
 - (c) have adequate natural and artificial lights, proper ventilation and sufficient heat to maintain healthy conditions specific to the breed of **dog** being housed;

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- (d) be enclosed by a fence with a minimum height of 1.52 metres (5 feet) and a maximum height of 2.5 metres (8.2 feet).

16.6 Every **person** who owns or operates a **kennel** shall:

- (a) thoroughly clean the floors of a **kennel building** on a daily basis;
- (b) maintain the **kennel building** and defined use areas including an outdoor run, pen and exercise yard in a sanitary, well-ventilated, clean condition and free from the accumulation of feces, offensive odours, insect or rodent infestations;
- (c) keep all **dogs** in a clean and healthy condition free from vermin and disease;
- (d) provide every **dog** with adequate food and potable water at all times;
- (e) provide every **dog** with sanitary, well ventilated, naturally lighted quarters kept at a healthy temperature at all times;
- (f) immediately drain a floor when water is present;
- (g) have regard to the guidelines set out in “A Code of Practice for Canadian Kennel Operations – Third edition | 2018”, as amended;
- (h) provide every **dog** with the opportunity for periodic exercise sufficient to maintain good health including the opportunity to be unfettered from a fixed area and exercised regularly under appropriate control;
- (i) necessary veterinary medical care when any **dog** exhibits signs of pain, illness or suffering;

16.7 Every **person** who owns or operates a **kennel** shall:

- (a) maintain a whelping bitch **dog** in a separate accommodation from the other **dogs** in the **kennel**;
- (b) the separate accommodation for a whelping bitch dog shall be 2.5 times the size of the whelping bitch **dog**;
- (c) provide an separate outdoor run for the whelping bitch **dog** to prevent the transfer of diseases;
- (d) provide a whelping box for the whelping bitch **dog** that is constructed with four sides with a floor made of impermeable material;
- (e) not permit **noise** from barking during the following prohibited times;
 - (i) 22:00 one day to 07:00 the next day;
 - (ii) no continuous **noise** from barking in excess of 2 hours from 07:00 to

22:00;

- (f) undertake measures to ensure that residences on an adjacent **property** is not subjected to **noise** made by dogs **kept** or **harboured** on the **property**.

16.8 Where a **person** who owns or operates a **kennel** is found guilty of three (3) or more violations of Sections 14(7)(e) and 14(7)(f) in one **licence** term, an **Officer** or **Clerk** may order the **owner** to submit, at its expense, a noise evaluation study prepared by a qualified acoustical consultant and may suspend the **licence** in accordance with Sections 15 and 16 of this By-law.

16.9 In addition to any other requirements in this By-law, a **dog** may be housed outdoors provided the following regulations are adhered to:

- (a) the breed of **dog** must be properly acclimatized to seasonal and regional temperatures;
- (b) an aged, young, or infirm **dog** shall not be housed outdoors;
- (c) shelter and protection from cold and heat must be provided including protection from direct sunlight, rain, sleet and snow;
- (d) an enclosed area with dry bedding must be provided.

16.10 In addition to any other requirements in this By-law, group housing of **dogs** is suitable provided that the following regulations are adhered to:

- (a) any **dog** exhibiting vicious behavior or dominance aggression is housed separately;
- (b) a **dog** under treatment for communicable disease or suspected of harbouring a communicable disease is separately housed;
- (c) newly acquired **dogs** are isolated before full integration into group housing.

16.11 In addition to Section 3.2, the **Clerk**, may impose the following terms and conditions on a **kennel licence**:

- (a) approval from the **Township** for the installation of any septic system to handle **dog** waste;
- (b) a restriction on the time that the outdoor runs may be open;
- (c) notwithstanding Section 14(7)(e) a further restriction on the time of when **noise** from barking from the **kennel** is restricted;
- (d) a restriction on how many **dogs** are in the outdoor runs or exercise yards at one time to reduce possible **noise** issues;
- (e) a barrier preventing a **dog** from seeing a motorist or a **person** travelling along any roads/walkways/trails, etc;
- (f) additional evaluations by a qualified acoustical consultant after the **kennel** has been operating;

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- (g) satisfactory arrangements for the implementation and installation of noise abatement measures, including the entering into of an agreement and the posting of securities to ensure the completion of any required noise abatement measures;
- (h) in the case of a new **kennel**, an increased distance separation from any adjacent habitable **building**, excluding a **building** of the **owner** of the **property** on which the **kennel** is located.

16.12 Every **person** who owns or operates a **kennel** shall maintain records of the following information:

- (a) the names and addresses of the **dog** owners cared for at the **kennel**;
- (b) the date of arrival and departure from the **kennel**;
- (c) breeding and identification records of all whelping bitches and stud **dogs** and the resulting litters;
- (d) veterinarian records on individual **dogs** maintained in the **kennel**;
- (e) written **dog** care procedures dealing with, amongst other matters, methods of handling **dogs**, sickness, emergency situations, injury or death and contact information for a veterinarian.

17. KENNEL LICENCES – ADMINISTRATIVE SUSPENSIONS

17.1 Where the **Licensee's** policy of liability insurance expires, is cancelled, or is otherwise terminated, then the applicable **licence** shall be automatically suspended effective on the date of such expiration, cancellation, or termination and shall remain so until such insurance has been reinstated.

17.2 An administrative suspension of a **licence** without a hearing shall be imposed for:

- (a) Fourteen (14) days if the **Clerk** is satisfied that the continuation of the business poses an immediate danger to health and safety of any **person** or to any **property** or in accordance with Section 14.7. Before any suspension is imposed, the **Township** shall provide the **licensee** with the reasons for the suspension, either orally or in writing, and an opportunity to respond to them.

17.3 An administrative suspension imposed under section 15.2 may be imposed on such conditions as the **Clerk** considers appropriate.

18. LICENCES – GROUNDS FOR REFUSAL, REVOCATION OR SUSPENSION

18.1 An applicant or **licensee** is entitled to a **kennel licence** upon meeting the requirements of this By-law except where:

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- (a) the past or present conduct of any **person**, including the officers, directors, employees or agents of a corporation affords reasonable cause to believe that the **person** will not carry on or engage in the business in respect of which the application is made in accordance with the law or with honesty or integrity; or
 - (b) the applicant or **licensee** has past breaches of any law and any outstanding fines imposed by a court of the contravention of any provision of this By-law or any other municipal by-law or Provincial Statute associated with the carrying on of such business; or
 - (c) the issuing of a **kennel licence** would be contrary to the public interest with respect to health and safety, consumer protection, or nuisance control; or
 - (d) the applicant or **licensee** has submitted an application or other documents to the **Township** containing false statements, incorrect, incomplete, or misleading information; or
 - (e) the applicant or **licensee** is carrying on or engaging in activities that are, or will be, if the applicant or **licensee** is licensed, in contravention of this By-law, or any other applicable law; or
 - (f) the applicant or **licensee** has not paid the required **kennel licence** fee.
- 18.2 The **Clerk** may revoke, suspend, refuse to issue, or refuse to renew a **kennel licence**, where the applicant or **licensee** would not be entitled to a **kennel licence**, or to the renewal of a **kennel licence**, on any grounds set out in this By-law.
- 18.3 Where the application for a **kennel licence** has been revoked, suspended or cancelled, the fees paid by the applicant or **licensee**, in the respect of the application for a **kennel licence**, shall not be refunded.
- 18.4 Where a **kennel licence** has been revoked, suspended, or cancelled the **licensee** shall return the **kennel licence** to the **Clerk** within two (2) days of service of the notice of the decision.
- 18.5 When a revoked, suspended or cancelled **kennel licence** has not been returned, an **Officer** may enter upon the **property** excluding entry into a **dwelling unit** for the purpose of receiving, taking or removing the said **kennel licence**.
- 19. LICENCES – GROUNDS FOR REFUSAL, REVOCATION OR SUSPENSION – TERMS AND CONDITIONS – RIGHT TO A HEARING**
- 19.1 With the exception of Section 15, before a **kennel licence** is refused, revoked, suspended, cancelled or issued with terms or conditions, written notice shall be given to the applicant or **licensee**.
- 19.2 Notice shall be served to the applicant's or **licensee's** last known address filed with the **Township** and shall:

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- (a) contain sufficient information to specify the nature of, or reason for, any recommendation;
 - (b) inform the applicant or **licensee** of entitlement to a hearing before the **Committee**, if a request in writing for a hearing is returned to the **Clerk** within fifteen (15) days after the date of service of the notice; and
 - (c) inform the applicant or **licensee** that if no written request is received, the **Committee** may proceed and make any decision with respect to the **licence**.
- 19.3 On receipt of a written request for a hearing from an applicant or **licensee**, the **Clerk** shall:
- (a) schedule a hearing; and
 - (b) give the applicant or **licensee** notice of the hearing at least twenty (20) days prior to the hearing date.
- 19.4 Service of any notice on the applicant or **licensee** under this by-law shall be made by personal delivery or by ordinary mail. The notice shall be deemed to have been served on the seventh (7th) day after the day of mailing or on the date of personal service.

20. ESTABLISHMENT OF A HEARING COMMITTEE

- 20.1 The **Committee** is delegated authority by Council to hear and render decisions regarding the refusal, revocation or suspension of a **kennel licence**, and the imposing of terms and conditions on a **kennel licence**.
- 20.2 The decision of the **Committee** shall be final and binding.

21. HEARING PROCESS

- 21.1 The provisions of the *Statutory Powers and Procedures Act, R.S.O. 1990, c. S.22*, as amended, shall apply to all hearings conducted under this By-law.
- 21.2 A hearing shall be held in public, and the **Committee** shall hear the applicant or **licensee** and every other **person** who desires to be heard, and the **Committee** may adjourn the hearing or reserve its decision.
- 21.3 No decision of the **Committee** is valid unless it is concurred in by the majority of the members of the **Committee** that heard the matter, and the decision of the **Committee**, shall be in writing and shall set out the reasons for the decision, and shall be signed by the members who concur in the decision.
- 21.4 Any authority or permission granted by the **Committee** may be for such time and subject to such terms and conditions as the **Committee** considers advisable and as are set out in the decision.
- 21.5 When a **person** who has been given written notice of a hearing does not attend at the appointed time and place, the **Committee** may proceed with the hearing in his absence, and the **person** shall not be entitled to any further notice of the proceedings.
- 21.6 The **Clerk** shall no later than ten (10) days from the making of the decision send one (1) copy of the decision to:
- (a) the applicant or **licensee**;
 - (b) each **person** who appeared in **person** or by Counsel or by Agent at the hearing and who filed with the **Clerk** a written request for notice of the decision.

22. FEES

- 22.1. The fees for any **licence, registration, or replacement tag** issued pursuant to this By-law shall be as prescribed in the **Township's Fees and Charges By-law** and is payable upon submission of an application.

23. ENFORCEMENT AND PENALTY PROVISIONS

- 23.1 The enforcement of this By-law shall be conducted by an **Officer**.
- 23.2 An **Officer** may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not the By-law is complied with.
- 23.3 Every **person** who contravenes any provision of this By-law and every director or officer of a corporation, who knowingly concurs in the contravention by a corporation is guilty of an offence and upon conviction is liable to:

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- (a) on a first offence, to a fine not more than \$50,000.00; and
- (b) on a second offence and each subsequent offence, to a fine of not more than \$100,000.00

23.4 Every **person** who is convicted under a Part 1 offence notice or summons and is convicted of an offence under this By-law shall be subject to a fine, to a maximum as provided for in the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended.

23.5 No **person** shall hinder or obstruct, or attempt to hinder or obstruct, any **Officer** exercising a power or performing a duty under this By-law.

23.6 Every **person** who is alleged to have contravened any of the provisions of this By-law, shall identify themselves to an **Officer** upon request, failure to do so shall be deemed to have hindered or obstructed an **Officer** in the execution of his or her duties.

23.7 Upon conviction any penalty imposed under this By-law may be collected under the authority of the Provincial Offences Act, R.S.O. 1990, c. P. 33, as amended.

24. SEVERABILITY

24.1 If a court of competent jurisdiction declares any section or part of this By-law invalid, it is the intention of Council of the **Township** that the remainder of this By-law shall continue in force unless the court makes an order to the contrary.

25. SINGULAR AND PLURAL USE

25.1 In this By-law, unless the context otherwise requires words importing the singular shall include the plural and use of the masculine shall include the feminine, where applicable.

26. REPEAL

26.1 That By-law 3099-93, 1923/96, 2005-007 and all amendments thereto are hereby repealed.

READ A FIRST, SECOND, THIRD TIME AND FINALLY PASSED THIS DAY OF 2018.

**THE CORPORATION OF THE
TOWNSHIP OF CENTRE WELLINGTON**

MAYOR

CLERK

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SCHEDULE A TO BY-LAW 2018-XXX

The following **animals** are prohibited:

- All Marsupials (such as Kangaroos and Opossums).
- All Non-human Primates (such as Gorillas and Monkeys).
- All Felids, except a **cat**.
- All Canids, except a **dog**.
- All Viverrids (such as Mongooses, Civets and Genets).
- All Mustelids (such as Skunks, Weasels, Otters, Badgers) except domestic Ferrets.
- All Ursids (Bears).
- All Artiodactylus Ungulates, except domestic goats, sheep, pigs and cattle.
- All Procyonids (such as Racoons, Coatis and Cocomistles).
- All Hyaenas.
- All Lerissodactylus Ungulates, except domestic horse and ass.
- All Elephants.
- All Pinnipeds (such as Seals, Fur Seals and Walruses).
- All Snakes of the Families Pythonidae and Boidae greater than 1.5 metres in length.
- All Venomous Reptiles.
- All Venomous Insects (including Arachnids).
- All Ratite Birds (such as Rheas, Cassowaries).
- All diurnal and nocturnal Raptors (such as Eagles, Hawks and Owls).
- All Edentates (such as Anteaters, Sloths and Armadillos).
- All Bats.
- All Crocodilians (such as Alligators and Crocodiles).